

Revised Purchase Order**Sales Tax Exemption**

East Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of East Texas A&M University.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Apr 17, 2025	AB1018991	1	Apr 17, 2025
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
sdb - Barnes, Sandy	sandy.barnes@tamuc.edu	903.468.3000	
Customer Contact:			
Name:		Mallory Dennie	
Email:		MALLORY.DENNIE@TAMUC.EDU	
Phone:		+1 903-886-5421	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by East Texas A&M University's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	LAMAR INSTITUTE OF TECHNOLOGY	Delivery Address	
Address	855 EAST LAVACA BEAUMONT, Texas 777054142 United States	TAMUS Member:	21-East Texas A&M University (21)
FOB / FREIGHT	Destination	Attn:	Mallory Dennie
Pre-Pay & Add	Yes	VPIO	
Payment Terms	0, Net 30	Room	BA 132
Contract Number - Header	C09023033	2600 S Neal St	
Contract Number - Line	<i>no value</i>	Commerce, TX 75428	
Quote number		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier**Shipping Instructions**

Attachments for supplier

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PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	245	Prepay & Add	Shipping and Handling is not to exceed \$100. If greater than \$100 obtain approval from customer contact listed on the purchase order."
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.

522	Governance	Any agreement entered into by East Texas A&M University shall be governed by the laws of the State of Texas.
525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
536	Terms & Conditions - ETAMU	This purchase shall be in accordance with the East Texas A&M University terms and conditions. To obtain, please go to the following address: https://www.tamuc.edu/vendor-information/?redirect=none

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 7	Ellucian Experience Premium - July 1, 2025 - June 30, 2026	NA	EA	42,720.00 USD	1 EA	42,720.00 USD
2 of 7	Ellucian Experience Premium - July 1, 2026 - June 30, 2027	NA	EA	44,002.00 USD	1 EA	44,002.00 USD
3 of 7	Ellucian Experience Premium - July 1, 2027 - June 30, 2028	NA	EA	45,322.00 USD	1 EA	45,322.00 USD
4 of 7	Experience Setup and Configuration	NA	EA	3,286.00 USD	1 EA	3,286.00 USD
5 of 7	Ellucian Experience Toolkit Workshop	NA	EA	9,159.00 USD	1 EA	9,159.00 USD
6 of 7	Experience Content Strategy Workshops	NA	EA	17,172.00 USD	1 EA	17,172.00 USD
7 of 7	Ellucian Ethos Integration Essentials	NA	EA	12,593.00 USD	1 EA	12,593.00 USD
Total						174,254.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>East Texas A&M University</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamuc.edu</p> <p>PO Box 3011</p> <p>Commerce, TX 75429</p> <p>United States</p>

**TEXAS CONNECTION CONSORTIUM
ORDER FORM**

LIT Control Number:	E250022
TCC Member Name	East Texas A&M University
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through Lamar Institute of Technology ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and Ellucian Company LLC ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services): The period commencing on the first day of the sixth month following the Execution Date (the "Beginning Date") and continuing until June 30, 2028 (the "Expiration Date") is the "Software Term." Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

CLOUD SOFTWARE •†◇			
Description ¹	Beginning Date	Expiration Date	Fee
Ellucian Experience Premium	July 1, 2025	June 30, 2028	Included
TOTAL (for Contract Year ending June 30, 2026)			\$42,720
TOTAL (for Contract Year ending June 30, 2027)			\$44,002
TOTAL (for Contract Year ending June 30, 2028)			\$45,322

PROFESSIONAL SERVICES •‡			
Description	Quantity	Rate	Fee

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PROFESSIONAL SERVICES •‡			
Experience Setup and Configuration	Fixed Fee	Fixed Fee	\$3,286
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$9,159
Experience Content Strategy Workshops	Fixed Fee	Fixed Fee	\$17,172
Ellucian Ethos Integration Essentials	Fixed Fee	Fixed Fee	\$12,593
TOTAL PROFESSIONAL SERVICES FEES:			\$42,210

Notes:

- For a description of the product details and applicable terms of service, see the Product Specifications at www.ellucian.com/contracts-and-documentation.

† The “Expiration Date” applicable to the Software Support Services, Modification Maintenance Services, Cloud Software, Software licensed under a Term License, and/or Cloud Services licensed under this Order Form (as identified in the tables above) is June 30, 2028.

◇ The Contracted FTE applicable to this Software is 8,999.

‡ For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, a Statement of Work may be attached hereto and/or may be downloaded using the following URL: <https://ellucian.box.com/s/3288imj13mlzgcqp8bk9gxm5flk7q4wi>

Contract Year. The term “Contract Year” means each period of twelve (12) months commencing on July 1 during the Software Term.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Cloud Software (fees for the initial Contract Year will be invoiced on the Beginning Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on the Beginning Date for all Professional Services to be performed on a fixed fee basis; and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian’s performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel and living expenses are included).

Payment Terms:

- **Perpetual Software License Fees:** Ellucian will invoice LIT for the perpetual software license fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.
- **Term Software:** Ellucian will invoice LIT for the Term License subscription fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the annual Term License subscription fee

amounts and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Cloud Software:** Ellucian will invoice LIT for the subscription fees and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.
- **Managed Cloud Services:** Ellucian will invoice LIT for Managed Cloud Services on an annual basis and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.
- **Modification Maintenance Services:** Ellucian will invoice the TCC Member for Modification Maintenance Services on an annual basis and the TCC Member will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement.
- **Time and Materials Services:** Ellucian will invoice the TCC Member monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.
- **Expenses and Other Charges:** Travel expenses are additional. As related to Professional Services, Ellucian will invoice the TCC Member monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.
- **Fixed Fee Services:** As related to Professional Services, Ellucian will invoice the TCC Member upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above). The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.
- **Software Support Services Including Maintenance:**
 - (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from LIT for Maintenance fees for the initial full twelve (12) month period; however, if applicable, LIT shall pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through the end of the partial, initial Contract Year.
 - (b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and Maintenance fee due dates will be in accordance with the terms and conditions to the 2022 Master Agreement.
 - (c) Ellucian will invoice LIT, the Contract Administrator, for the Maintenance fees and LIT shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the Maintenance fees. The TCC Member shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.


By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	LAMAR INSTITUTE OF TECHNOLOGY (fiscal agent for the Texas Connection Consortium)
By: <u>DAWN BRAJKOVICH</u>	By: <u>Joanna Sheppard</u> <small>Joanna Sheppard (Jan 17, 2025 10:23 CST)</small>
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Name: Dawn Brajkovich	Name: Joanna Sheppard
<i>Printed</i>	<i>Printed</i>
Title: Sr. Director	Title: AVP Fiscal Management Svc
Date: 01-17-2025	Date: 01/17/2025

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 31, 2024.

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs LIT to enter this order to Ellucian. TCC Member is responsible for making all payments as requested by LIT in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between LIT and TCC Member.

TCC MEMBER
NAME OF INSTITUTION: East Texas A&M University
For TCC Member Use: Purchase Order Reference Number (if applicable):
By: <u></u>
<i>Authorized Signature</i>
Name: <u>Leilani A. White</u>
<i>Printed</i>
Title: <u>Contract Administrator</u>
Date: <u>12 / 20 / 2024</u>

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Client's Billing Contact Information appears below.

<u>Client Accounts Payable Contact Information:</u>		<u>Client Cloud Software Provisioning Contact Information:</u>	
Name:	Invoices	Name:	Mike Smith
Address:	PO Box 3011	Title:	Business Relationship Manager
City, State, Zip:	Commerce, Texas, 75429	Email:	mike.smith@tamuc.edu
Email Address:	Invoices@tamuc.edu		
PO# (if applicable)			







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Final Audit Report

2025-01-17

Created:	2025-01-17
By:	Kim Tran (ktran4@lit.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAglyi3e_sz220OyrSNkxiDeTN0mlkHHhU

"E250022 - T0026 East Texas A&M University-Banner-Add-on-Experience 121224" History

-  Document created by Kim Tran (ktran4@lit.edu)
2025-01-17 - 4:17:16 PM GMT- IP address: 68.206.33.64
-  Document emailed to jlsheppard2@lit.edu for signature
2025-01-17 - 4:19:35 PM GMT
-  Email viewed by jlsheppard2@lit.edu
2025-01-17 - 4:19:49 PM GMT- IP address: 52.250.21.226
-  Signer jlsheppard2@lit.edu entered name at signing as Joanna Sheppard
2025-01-17 - 4:23:09 PM GMT- IP address: 199.83.217.1
-  Document e-signed by Joanna Sheppard (jlsheppard2@lit.edu)
Signature Date: 2025-01-17 - 4:23:11 PM GMT - Time Source: server- IP address: 199.83.217.1
-  Agreement completed.
2025-01-17 - 4:23:11 PM GMT

Signature Certificate

Reference number: W7O6Z-VFW5U-B94GV-HB8QA

Signer

Timestamp

Signature

Dawn Brajkovich

Email: dawn.brajkovich@ellucian.com

Sent:

17 Jan 2025 17:01:16 UTC

Viewed:

17 Jan 2025 19:01:06 UTC

Signed:

17 Jan 2025 19:01:49 UTC

DAWN BRAJKOVICH

Recipient Verification:

✓ Email verified

17 Jan 2025 19:01:06 UTC

IP address: 100.14.112.44

Location: West Chester, United States

Document completed by all parties on:

17 Jan 2025 19:01:49 UTC

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